

EXHIBIT A

STATE OF VERMONT

SUPERIOR COURT
Windham Unit

CIVIL DIVISION
Docket No. _____

Plaintiff
KAITLYN LEMIEUX

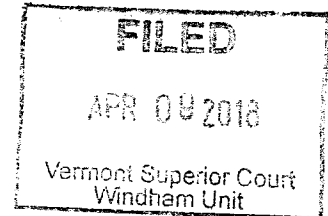
vs.

Defendants
COMMUNITY BANK, N.A.

SUMMONS

THIS SUMMONS IS BEING DIRECTED TO

COMMUNITY BANK, N.A.
C/O STEPHANIE MACASKILL
275 KENNEDY DRIVE
SOUTH BURLINGTON, VT 05403



1. **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights.
2. **YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail the Plaintiff a **written response** called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the Plaintiff's attorney, Theodore C. Kramer, Esq., located at:

Kramer & Vangel, P.C.,
42 Park Place,
Brattleboro, Vermont 05301
tck@kvpclaw.com

You must also give or mail your Answer to the Court located at:

Windham Superior Court, P.O. Box 207, Newfane, VT 05345-0207

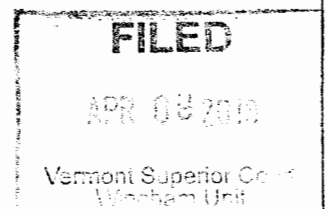
3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.
4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT GIVE YOUR WRITTEN ANSWER TO THE COURT.** If you do not Answer, within 20 days and file it with the Court, you will lose this case. You will not get to tell you side of the story, and the Court may decide against you and award Plaintiff everything asked for in the Complaint.
5. **YOU MUST MAKE ANY CLAIMS AGAINST THE PLAINTIFF IN YOUR REPLY.** Your Answer must state any related claims you have against the Plaintiff. Your claims against the Plaintiff are called Counterclaims. If you do not make your Counterclaims in writing in your Answer, you may not be able to bring them up at all. Even if you have insurance and the insurance company will defend you, you must still file any Counterclaims you may have.
6. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you cannot afford a lawyer, you should ask the Court clerk for information about places where you can get free legal help. **Even if you cannot get legal help, you must still give the Court a written Answer to protect your rights or you may lose the case.**
7. **NOTICE OF APPEARANCE FORM.** THE COURT NEEDS TO KNOW HOW TO REACH YOU SO THAT YOU WILL BE INFORMED OF ALL MATTERS RELATING TO YOUR CASE. If you have not hired an attorney and are representing yourself, in addition to filing the required answer it is important that you file the Notice of Appearance form attached to this Summons, to give the court your name, mailing address and phone number (and email address, if you have one). You must also mail or deliver a copy of the form to the lawyer or party who sent you this paperwork, so that you will receive copies of anything else they file with the court.

Thorston C. Hamm
Plaintiff's Attorney

April 12, 2018
Dated

Served on _____
Date

Sheriff



STATE OF VERMONT

SUPERIOR COURT
WINDHAM UNIT

CIVIL DIVISION
DOCKET NO. _____

Kaitlyn Lemieux,
Plaintiff,

v.

Community Bank, N.A.,
Defendant.

COMPLAINT

NOW COMES the Plaintiff, Kaitlyn Lemieux, by and through her attorney, Theodore C. Kramer, Esq., of Kramer & Vangel, P.C. and complains against the Defendant, Community Bank, N.A., as follows:

PARTIES

1. Plaintiff, Kaitlyn Lemieux, is a resident of Vernon, County of Windham, and State of Vermont.
2. Defendant, Community Bank, N.A., is a domestic banking institution registered in the State of Vermont. Its registered agent is Stephanie MacAskill, who may be served at 275 Kennedy Drive, South Burlington, VT 05403.
3. The Plaintiff is a former employee of the Defendant, having worked as a teller at the Defendant's branch in Brattleboro, Vt.

JURISDICTION

4. The Court has jurisdiction over this controversy pursuant to 21 V.S.A. § 495b (b).

FACTUAL ALLEGATIONS

5. The Plaintiff had been employed by the Merchants Bank in Brattleboro, Vermont, since July of 2014.
6. Prior to Merchants Bank merging with the Defendant the Plaintiff had enjoyed her work as a teller at the branch in Brattleboro.
7. Merchants Bank merged with the Defendant in May 2017.
8. In the spring of 2017 the Plaintiff was delighted to learn that she was pregnant and expecting a child.

9. As a pregnant employee, the Plaintiff was entitled to the full protections afforded pregnant employees under Vermont law, including the right not to be discriminated against on the basis of her sex, as set forth in 21 VSA 495(a)(1); to reasonable accommodations due to her pregnancy related condition as set forth in 21 VSA 495k; and to parental leave as set forth in 21 VSA 472.
10. Despite enjoying all of these protections under law, the Defendant summarily, unjustifiably, and unlawfully, terminated the Plaintiff shortly after learning of her pregnancy.

COUNT ONE: VIOLATION OF VERMONT'S FAIR EMPLOYMENT PRACTICES ACT

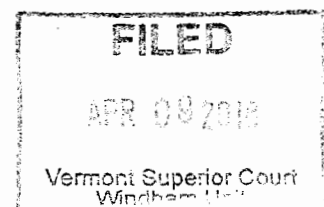
11. Plaintiff realleges paragraphs 1-10 as set forth above.
12. Plaintiff alleges that the Defendant unlawfully discriminated against the Plaintiff by terminating her because of her pregnancy; conduct which violates Vermont's Fair Employment Practices Act, 21 V.S.A. §495(a)(1) and 495k.
13. As a direct and proximate result of said conduct, Plaintiff has suffered significant loss of income, including lost wages and future wages and other valuable benefits, and has incurred attorney's fees and costs.

COUNT TWO: VIOLATION OF VERMONT'S FAMILY LEAVE ACT

14. Plaintiff realleges paragraphs 1-10 as set forth above.
15. By unlawfully terminating her prior to giving birth to her son, Plaintiff alleges that the Defendant unlawfully failed to provide her with the parental leave she was entitled to under Vermont's Family Leave Act, 21 VSA 472 (a)(1).

WHEREFORE, Plaintiff, Kaitlyn Lemieux, requests judgment against the Defendant and seeks:

1. Compensatory and punitive damages, restitution of wages and other benefits, costs, reasonable attorney's fees and other appropriate relief, pursuant to 21 V.S.A. § 495b (b).
2. Any other relief that the Court deems just and equitable.



JURY DEMAND

Plaintiff Kaitlyn Lemieux respectfully requests a trial by jury.

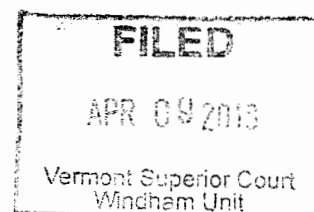
DATED at Brattleboro, County of Windham and State of Vermont, this 6th day of April, 2018.

Kaitlyn Lemieux

By: 

Theodore C. Kramer
Attorney for Plaintiff
Kramer & Vangel, P.C.
42 Park Place
Brattleboro, VT 05301
tck@kvpclaw.com

KRAMER & VANGEL, P.C.
42 PARK PLACE
BRATTLEBORO, VT
05301



Vermont Superior Court
Windham Civil Division
7 Court St., P.O. Box 207
Newfane, Vermont 05345



(802) 365-7979
www.vermontjudiciary.org

Docket Number: 118-4-18 Wmcv

Lemieux vs. Community Bank, NA

NOTICE OF ASSIGNED DOCKET NUMBER

April 9, 2018

You are advised Docket Number **118-4-18 Wmcv** has been assigned to the case of
Lemieux vs. Community Bank, NA.

Electronically signed on April 09, 2018 at 03:21 PM pursuant to V.R.E.F. 7(d).

A handwritten signature in black ink, appearing to read "C. Kostecki", is written over a horizontal line.

Catherine L Kostecki
Deputy Clerk - Vermont Superior Court
Windham Unit-Civil Division

STATE OF VERMONT

SUPERIOR COURT
WINDHAM UNIT

CIVIL DIVISION
Docket No. 118-4-18 Wmcv

KAITLYN LEMIEUX,
Plaintiff,

v.

COMMUNITY BANK, N.A.
Defendant.

ACCEPTANCE OF SERVICE

I, Thomas H. Somers, Attorney ~~registered agent~~ for Community Bank, N.A., the defendant in the above entitled action, do hereby acknowledge the receipt on the 19th day of April, 2018 of the Original Summons and Complaint, in the above-captioned civil action, and I do hereby acknowledge that my said receipt shall be deemed to constitute good and sufficient service on Community Bank, N.A., defendant in this action, on said day, and that further or different service under Rule 4 of the Vermont Rules of Civil Procedure is hereby waived.

Montpelier
Dated at ~~Brattleboro~~, Vermont this 19th day of April, 2018

COMMUNITY BANK N.A.

By: Thomas H. Somers